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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

NATASHA MARIE O'DELL,

Defendant.

NO. CR24-229 JNW

PLEA AGREEMENT

The United States, through Acting United States Attorney Teal Luthy Miller, and Assistant United States Attorney Todd Greenberg of the Western District of Washington, and NATASHA MARIE O'DELL and her attorney Sara Brin, enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure Rule 11(c)(1)(B).

1. Waiver of Indictment. Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charges brought by the United States Attorney in an Information.

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1 **2. The Charges.** Defendant, having been advised of the right to have this
 2 matter tried before a jury, agrees to waive that right and enters a plea of guilty to the
 3 following charges contained in the Information:

4 a. *Damage to Religious Property*, in violation of Title 18, United States
 5 Code, Section 247(a)(1) and (d)(3), as charged in Count 1.

6 b. *Obstruction of Persons in the Free Exercise of Religious Beliefs*, in
 7 violation of Title 18, United States Code, Section 247(a)(2) and (d)(3), as charged
 8 in Count 2.

9 c. *Arson*, in violation of Title 18, United States Code, Section 844(i), as
 10 charged in Count 3.

11 By entering this plea of guilty, Defendant hereby waives all objections to the form
 12 of the charging document. Defendant further understands that before entering any guilty
 13 plea, Defendant will be placed under oath. Any statement given by Defendant under oath
 14 may be used by the United States in a prosecution for perjury or false statement.

15 **3. Elements of the Offenses.** The elements of the offenses to which
 16 Defendant is pleading guilty are as follows:

17 a. For the offense of *Damage to Religious Property*:

18 First, Defendant intentionally damaged or destroyed any religious property;
 19 Second, Defendant did so because of the religious character of the property;
 20 Third, the offense was in or affected interstate or foreign commerce; and
 21 Fourth, the offense included the use of fire.

22 b. For the offense of *Obstruction of Persons in the Free Exercise of Religious*
 23 *Beliefs*:

24 First, Defendant intentionally obstructed or attempted to obstruct any
 25 person in the enjoyment of that person's free exercise of religious beliefs;
 26 Second, Defendant did so by using force against any religious real property;
 27 Third, the offense was in or affected interstate or foreign commerce; and
 Fourth, the offense included the use of fire.

1 c. For the offense of *Arson*:

2 First, Defendant used means of fire;

3 Second, Defendant maliciously damaged or destroyed any building or other
4 real property;

5 Third, the building or other real property was used in interstate or foreign
6 commerce or in any activity affecting interstate or foreign commerce.

7 **4. The Penalties.** Defendant understands that the statutory penalties
8 applicable to the offense of *Damage to Religious Property* are as follows: A maximum
9 term of imprisonment of 20 years, a fine of up to \$250,000.00, a period of supervision
10 following release from prison of up to three years, and a mandatory special assessment of
11 \$100.00 dollars. If a probationary sentence is imposed, the probation period can be for up
12 to five years.

13 Defendant understands that the statutory penalties applicable to the offense of
14 *Obstruction of Persons in the Free Exercise of Religious Beliefs* are as follows: A
15 maximum term of imprisonment of 20 years, a fine of up to \$250,000.00, a period of
16 supervision following release from prison of up to three years, and a mandatory special
17 assessment of \$100.00 dollars. If a probationary sentence is imposed, the probation
18 period can be for up to five years.

19 Defendant understands that the statutory penalties applicable to the offense of
20 *Arson* are as follows: A maximum term of imprisonment of 20 years, a mandatory
21 minimum term of imprisonment of five years, a fine of up to \$250,000.00, a period of
22 supervision following release from prison of up to three years, and a mandatory special
23 assessment of \$100.00 dollars. If a probationary sentence is imposed, the probation
24 period can be for up to five years.

25 Defendant understands that supervised release is a period of time following
26 imprisonment during which Defendant will be subject to certain restrictive conditions and
27 requirements. Defendant further understands that, if supervised release is imposed and
Defendant violates one or more of the conditions or requirements, Defendant could be
returned to prison for all or part of the term of supervised release that was originally

1 imposed. This could result in Defendant serving a total term of imprisonment greater
2 than the statutory maximum stated above.

3 Defendant understands that as a part of any sentence, in addition to any term of
4 imprisonment and/or fine that is imposed, the Court may order Defendant to pay
5 restitution to any victim of the offense, as required by law.

6 Defendant further understands that the consequences of pleading guilty may
7 include the forfeiture of certain property, either as a part of the sentence imposed by the
8 Court, or as a result of civil judicial or administrative process.

9 Defendant agrees that any monetary penalty the Court imposes, including the
10 special assessment, fine, costs, or restitution, is due and payable immediately and further
11 agrees to submit a completed Financial Disclosure Statement as requested by the United
12 States Attorney's Office.

13 **5. Rights Waived by Pleading Guilty.** Defendant understands that by
14 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 15 a. The right to plead not guilty and to persist in a plea of not guilty;
- 16 b. The right to a speedy and public trial before a jury of Defendant's
17 peers;
- 18 c. The right to the effective assistance of counsel at trial, including, if
19 Defendant could not afford an attorney, the right to have the Court appoint one for
20 Defendant;
- 21 d. The right to be presumed innocent until guilt has been established
22 beyond a reasonable doubt at trial;
- 23 e. The right to confront and cross-examine witnesses against Defendant
24 at trial;
- 25 f. The right to compel or subpoena witnesses to appear on Defendant's
26 behalf at trial;
- 27

1 g. The right to testify or to remain silent at trial, at which trial such
2 silence could not be used against Defendant; and

3 h. The right to appeal a finding of guilt or any pretrial rulings.

4 **6. United States Sentencing Guidelines.** Defendant understands and
5 acknowledges that the Court must consider the sentencing range calculated under the
6 United States Sentencing Guidelines and possible departures under the Sentencing
7 Guidelines together with the other factors set forth in Title 18, United States Code,
8 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the
9 history and characteristics of Defendant; (3) the need for the sentence to reflect the
10 seriousness of the offense(s), to promote respect for the law, and to provide just
11 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence
12 to criminal conduct; (5) the need for the sentence to protect the public from further
13 crimes of Defendant; (6) the need to provide Defendant with educational and vocational
14 training, medical care, or other correctional treatment in the most effective manner; (7)
15 the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the
16 need to avoid unwarranted sentence disparity among defendants involved in similar
17 conduct who have similar records. Accordingly, Defendant understands and
18 acknowledges that:

19 a. The Court will determine Defendant's Sentencing Guidelines range
20 at the time of sentencing;

21 b. After consideration of the Sentencing Guidelines and the factors in
22 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
23 maximum term authorized by law;

24 c. The Court is not bound by any recommendation regarding the
25 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
26 range offered by the parties or the United States Probation Department, or by any
27 stipulations or agreements between the parties in this Plea Agreement; and

1 d. Defendant may not withdraw a guilty plea solely because of the
2 sentence imposed by the Court.

3 **7. Ultimate Sentence.** Defendant acknowledges that no one has promised or
4 guaranteed what sentence the Court will impose.

5 **8. Statement of Facts.** The parties agree on the following facts. Defendant
6 admits Defendant is guilty of the charged offenses:

7 On August 25, 2023, at approximately 1:30 a.m., Natasha Marie O'Dell
8 intentionally started a fire at the Seattle Laestadian Lutheran Church
9 (SLLC) at 22420 102nd Ave SE in unincorporated Snohomish County,
10 Washington. The SLLC was clearly marked as a church, including a sign
11 with the church's name and a large cross emblazoned on the south wall of
the building. As a result of the fire, the church building was destroyed and
had to be razed to the ground. The insurance company, Church Mutual
Insurance, valued the loss at \$3,238,093.22

12 Approximately 90 minutes prior to the fire, O'Dell purchased two lighters
13 and 1.3 gallons of gasoline at a Shell station located near the SLLC. O'Dell
14 then went to an acquaintance's house in Woodinville, Washington, carrying
the gasoline in a red container. O'Dell told the acquaintance that she was
15 going to burn down a nearby church, referring to the SLLC. Earlier that
day, O'Dell spoke with another acquaintance and made negative remarks
16 about churches in general and specifically about the SLLC.

17 O'Dell later took an Uber ride to the SLLC, arriving at approximately
18 1:20 a.m. O'Dell approached the SLLC on foot, carrying the red gasoline
container concealed in a shopping bag. She ducked under the parking lot
19 gate and approached the main entrance of the church. O'Dell discarded the
shopping bag into a dumpster and carried the gasoline can to the church
20 entrance. She then poured gasoline along the walls of the church and on
wooden benches near the main doors. O'Dell ignited the gasoline with a
21 lighter and flames quickly spread along the ground and church walls.
O'Dell then discarded the gasoline can and walked away from the building
22 and off of the SLLC property.

23
24 At approximately 2:30 a.m., firefighters with the Snohomish County Fire
25 Marshal's Office responded to the fire after several 911 calls. Upon arrival,
26 the firefighters observed a large fire with the church building engulfed in
flames.
27

1 The SLLC building was used in interstate and foreign commerce and in
 2 activities affecting interstate and foreign commerce, and therefore O'Dell's
 3 offense conduct affected interstate and foreign commerce. For example,
 4 SLLC members made donations and conducted fundraising through various
 5 interstate means such as Zelle, Text-to-Give, and the One Church app; the
 6 SLLC is part of the larger Laestadian Lutheran Church (LLC) organization
 7 that is headquartered in Minnesota and pays to send delegates to annual
 8 meetings in Minnesota; the SLLC pays monthly dues to the larger LLC
 9 organization based on the number of its members; the SLLC participates in
 10 a church exchange program whereby ministers travel between various LLC
 11 churches located throughout the United States, Canada, and elsewhere;
 12 LLC members from out-of-state and Canada occasionally attend SLLC
 13 services when they are in Washington; SLLC members participate in
 14 missions and charity work locally and internationally, with costs funded by
 15 the SLLC and LLC; and the SLLC operated a small bookstore where
 16 members could purchase religious items through transactions processed
 17 over PayPal (based on San Jose, California) and One Church (based in
 18 Florida).

19 The fire that O'Dell set obstructed the SLLC's parishioners' free exercise
 20 of religious beliefs. The fire destroyed the entire church building, including
 21 the religious objects located inside the church. Thereafter, the congregation
 22 was not able to hold services at the church. For some period, the
 23 congregation did not hold services at all. Since then, the SLLC has been
 24 holding services at a middle school two or three times per week, paying to
 25 rent the space. The rented space is significantly smaller than the destroyed
 26 church building; therefore, the SLLC members are not able to have all of
 27 their usual religious gatherings.

The parties agree that the Court may consider additional facts contained in the
 Presentence Report (subject to standard objections by the parties) and/or that may be
 presented by the United States or Defendant at the time of sentencing, and that the factual
 statement contained herein is not intended to limit the facts that the parties may present to
 the Court at the time of sentencing.

9. Sentencing Factors. The parties agree that the following Sentencing
 Guidelines provisions apply to this case:

a. A base offense level of 24, pursuant to USSG § 2K1.4(a)(1), because
 Defendant's offense knowingly created a substantial risk of serious bodily injury to any
 person other than a participant in the offense.

1 The parties agree they are free to present arguments regarding the applicability of
2 any other provisions of the United States Sentencing Guidelines. Defendant understands,
3 however, that at the time of sentencing, the Court is free to apply additional downward or
4 upward adjustments in determining Defendant's Sentencing Guidelines range.

5 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes
6 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant
7 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will
8 make the motion necessary to permit the Court to decrease the total offense level by three
9 (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the
10 United States by timely notifying the United States of Defendant's intention to plead
11 guilty, thereby permitting the United States to avoid preparing for trial and permitting the
12 Court to allocate its resources efficiently.

13 **11. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
14 the United States Attorney's Office for the Western District of Washington agrees to
15 dismiss Count 3 of the Indictment and not to prosecute Defendant for any additional
16 offenses known to it as of the time of this Plea Agreement based upon evidence in its
17 possession at this time, and that arise out of the conduct giving rise to this investigation.
18 In this regard, Defendant recognizes the United States has agreed not to prosecute all of
19 the criminal charges the evidence establishes were committed by Defendant solely
20 because of the promises made by Defendant in this Plea Agreement. Defendant agrees,
21 however, that for purposes of preparing the Presentence Report, the United States
22 Attorney's Office will provide the United States Probation Office with evidence of all
23 conduct committed by Defendant.

24 Defendant agrees that any charges to be dismissed before or at the time of
25 sentencing were substantially justified in light of the evidence available to the United
26 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
27

1 with a basis for any future claims under the “Hyde Amendment,” Pub. L. No. 105-119
2 (1997).

3 **12. Restitution.** Defendant agrees that the Court can order Defendant to pay
4 restitution to the victim of Defendant’s crimes, the Seattle Laestadian Lutheran Church.
5 In exchange for the agreements by the United States contained in this Plea Agreement,
6 Defendant agrees that restitution in this case should not be limited to the offenses of
7 conviction. Defendant is aware that the United States will present evidence supporting an
8 order of restitution for all losses caused by all of Defendant’s criminal conduct known to
9 the United States at the time of Defendant’s guilty pleas including losses resulting from
10 crimes not charged or admitted by Defendant in the Statement of Facts. In exchange for
11 the promises by the United States contained in this Plea Agreement, Defendant agrees
12 that Defendant will be responsible for any order by the District Court requiring the
13 payment of restitution for such losses.

14 a. The full amount of restitution shall be due and payable immediately
15 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the
16 defendant is unable to make immediate restitution in full and sets a payment schedule as
17 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court’s schedule
18 represents a minimum payment obligation and does not preclude the U.S. Attorney’s
19 Office from pursuing any other means by which to satisfy Defendant’s full and
20 immediately-enforceable financial obligation, including, but not limited to, by pursuing
21 assets that come to light only after the district court finds that Defendant is unable to
22 make immediate restitution.

23 b. Defendant agrees to disclose all assets in which Defendant has any
24 interest or over which Defendant exercises control, directly or indirectly, including those
25 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the
26 United States’ investigation identifying all property in which Defendant has an interest
27 and with the United States’ lawful efforts to enforce prompt payment of the financial

obligations to be imposed in connection with this prosecution. Defendant's cooperation obligations are: (1) before sentencing, and no more than 30 days after executing this Plea Agreement, truthfully and completely executing a Financial Disclosure Statement provided by the United States Attorney's Office and signed under penalty of perjury regarding Defendant's and Defendant's spouse's financial circumstances and producing supporting documentation, including tax returns, as requested; (2) providing updates with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven days of the event giving rise to the changed circumstances; (3) authorizing the United States Attorney's Office to obtain Defendant's credit report before sentencing; (4) providing waivers, consents or releases requested by the U.S. Attorney's Office to access records to verify the financial information; (5) authorizing the U.S. Attorney's Office to inspect and copy all financial documents and information held by the U.S. Probation Office; (6) submitting to an interview regarding Defendant's Financial Statement and supporting documents before sentencing (if requested by the United States Attorney's Office), and fully and truthfully answering questions during such interview; and (7) notifying the United States Attorney's Office before transferring any interest in property owned directly or indirectly by Defendant, including any interest held or owned in any other name, including all forms of business entities and trusts.

c. The parties acknowledge that voluntary payment of restitution prior to the adjudication of guilt is a factor the Court considers in determining whether Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In addition, in any event, the government will consider Defendant's cooperation regarding restitution in making its sentencing recommendation.

13. Breach, Waiver, and Post-Plea Conduct. Defendant agrees that, if Defendant breaches this Plea Agreement: (a) the United States may withdraw from this Plea Agreement and Defendant may be prosecuted for all offenses for which the United States has evidence; (b) Defendant will not oppose any steps taken by the United States

1 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
2 Agreement; and (c) Defendant waives any objection to the re-institution of any charges
3 that previously were dismissed or any additional charges that had not been prosecuted.

4 Defendant further understands that if, after the date of this Plea Agreement,
5 Defendant should engage in illegal conduct, or conduct that violates any conditions of
6 release or the conditions of confinement (examples of which include, but are not limited
7 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while
8 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
9 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement
10 to file additional charges against Defendant or to seek a sentence that takes such conduct
11 into consideration by requesting the Court to apply additional adjustments or
12 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
13 advisory Guidelines range, and/or by seeking an upward departure or variance from the
14 calculated advisory Guidelines range. Under these circumstances, the United States is
15 free to seek such adjustments, enhancements, departures, and/or variances even if
16 otherwise precluded by the terms of the Plea Agreement.

17 **14. Waiver of Appellate Rights and Rights to Collateral Attacks.**

18 Defendant acknowledges that, by entering the guilty plea(s) required by this Plea
19 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any
20 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the
21 judgment of conviction. Defendant further agrees that, provided the Court imposes a
22 custodial sentence that is within or below the Sentencing Guidelines range (or the
23 statutory mandatory minimum, if greater than the Guidelines range) as determined by the
24 Court at the time of sentencing, Defendant waives to the full extent of the law any right
25 conferred by Title 18, United States Code, Section 3742, to challenge, on direct appeal,
26 the sentence imposed by the Court, including any fine, restitution order, probation or
27 supervised release conditions, or forfeiture order (if applicable). This includes any

1 procedural challenges to the sentence, including any claim that the procedure employed
2 at sentencing violated Defendant's constitutional rights.

3 Defendant also agrees that, by entering the guilty plea(s) required by this Plea
4 Agreement, Defendant waives any right to bring a collateral attack against the conviction
5 and sentence, including any restitution order imposed, except as it may relate to the
6 effectiveness of legal representation or a claim of prosecutorial misconduct based on facts
7 unknown or not reasonably discoverable prior to entry of the judgment of conviction.

8 Defendant acknowledges that certain claims, including certain claims for
9 prosecutorial misconduct, will be barred by operation of law by virtue of their guilty plea,
10 independently from this Plea Agreement. This waiver does not preclude Defendant from
11 bringing an appropriate motion to address the conditions of Defendant's confinement or
12 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

13 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
14 attacking (except as to claims not subject to the waiver, above) the conviction or sentence
15 in any way, the United States may prosecute Defendant for any counts, including those
16 with mandatory minimum sentences, that were dismissed or not charged pursuant to this
17 Plea Agreement.

18 **15. Voluntariness of Plea.** Defendant agrees that Defendant has entered into
19 this Plea Agreement freely and voluntarily, and that no threats or promises were made to
20 induce Defendant to enter a plea of guilty other than the promises contained in this Plea
21 Agreement or set forth on the record at the change of plea hearing in this matter.

22 **16. Statute of Limitations.** In the event this Plea Agreement is not accepted
23 by the Court for any reason, or Defendant breaches any of the terms of this Plea
24 Agreement, the statute of limitations shall be deemed to have been tolled from the date of
25 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the
26 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach
27

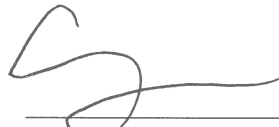
1 of the Plea Agreement by Defendant is discovered by the United States Attorney's
2 Office.

3 **17. Completeness of Plea Agreement.** The United States and Defendant
4 acknowledge that these terms constitute the entire Plea Agreement between the parties,
5 except as may be set forth on the record at the change of plea hearing in this matter. This
6 Plea Agreement binds only the United States Attorney's Office for the Western District
7 of Washington. It does not bind any other United States Attorney's Office or any other
8 office or agency of the United States, or any state or local prosecutor.

9 Dated this 34th day of April, 2025.

10
11 

12 NATHASHA MARIE O'DELL
13 Defendant

14 

15 SARA BRIN
16 Attorney for Defendant

17 

18 TODD GREENBERG
19 Assistant United States Attorney